



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

FORT PIERCE
Florida

NOTICE OF AWARD

Date: April 4, 2023

To: Mastec North America, Inc
800 S Douglas Road
Coral Gables, FL 33134
Attn: Jeffrey Schmidt, Vice President

Bid Proposal: Electric Underground Unit Price Contract~
Avenue B Dry Utility Installation
Piggyback FPUA Contract ITB No. 22-06

Approved by City Commission: March 20, 2023

Award Amount: Not to Exceed: \$273,561.36

The City of Fort Pierce has accepted your bid for Electric Underground Unit Price Contract, Piggyback Fort Pierce Utilities Authority Contract No. ITB No. 22-06. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between the City and Contractor

Please take the following actions:

1. Execute Agreement and Notice of Award.
2. Have your insurance company complete Certificates of Insurance and Endorsements.
3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return documents enclosed within ten (10) days after receipt, via email or mail to:

Email:
Attn: Purchasing Manager
CITY OF FORT PIERCE
purchasing@cityoffortpierce.com
Fort Pierce, FL 34950

Delivery Address:
CITY OF FORT PIERCE
Attn: Purchasing Manager
100 North U.S. #1
Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will forward a fully executed copy of the Contract Documents and the Purchase Order to your firms point of contact, Lisandro Rosales.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: 
Gelencia Carter, MPA, Purchasing Manager

Date: 4-04-23

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
MASTEC NORTH AMERICA, INC.

BY: Manuel Arismendy Arismendy
Senior Vice President Southeast/Gulf Coast

Digitally signed by
Manuel Arismendy
Date: 2023.04.26
16:11:23 -04'00'

Senior Vice President Southeast/Gulf Coast

(Title)

4/26/2023

(Date)

END OF SECTION



THE SUNRISE CITY

FORT PIERCE
PURCHASING
DEPARTMENT
Florida

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Mastec North America Inc.** (Hereafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.
2. The parties agree that the Vendor has entered a contract with the **Fort Pierce Utilities Authority**, said contract being identified as: **Electric Underground Unit Price Contract # ITB No. 22-06** (said original contract being referred to as the "original government contract").
3. The original government contract is incorporated here by reference and is attached as Exhibit "A" to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Vendor.
4. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Fort Pierce, as follows:
 - a) Time Period ("Term") of agreement: **No Change**
 - b) Insurance Requirements: **No Change**
 - c) Any other provisions that will be modified: **No Change**Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in Exhibit "A", the Vendor agrees to send notices, invoices and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1
Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

d) The City's Project Manager and associated contact information is listed below:

Name: Selena Griffett
Title: Project Engineer
Address: 100 N U.S Hwy 1
Fort Pierce, FL 34950
Telephone: 772-467-3780
Email: sgriffett@cityoffortpierce.com

- 5. Notwithstanding anything in **Exhibit "A"** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
- 6. Notwithstanding any other provision in **Exhibit "A"** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- 7. All other provisions in the original government contract (**Exhibit "A"**) are fully binding on the parties and will represent the agreement between the City of Fort Pierce and the Vendor.

Entered this _____ day of 2023.

MASTEC NORTH AMERICA, INC.:

By: Manuel Arismendy Arismendy
Manuel Arismendy
Digitally signed by
Manuel Arismendy
Date: 2023.04.26
16:09:34 -04'00'
Title: Senior Vice President Southeast/Gulf Coast
Date: 4/26/2023

Attested by: _____

Name: _____

CITY OF FORT PIERCE:

By: _____
Title: _____
Date: _____

Attested by: _____

Name: _____

Approved as to Form and Correctness:

Name: _____

Exhibit A – Original Government Contract (Fort Pierce Utilities Authority)
Exhibit B – Project Statement of Work



SECRETARY'S CERTIFICATE

I, ALBERTO DE CARDENAS, THE UNDERSIGNED, HEREBY CERTIFY that I am the Corporate Secretary of MasTec North America, Inc., a Florida corporation, (the "Corporation"), and hereby further certify that:

1. Manuel Arismendy is the duly qualified and acting Senior Vice President – Operations, Utility Services Division of the Corporation and he continues to occupy such office as of the date hereof.
2. Manuel Arismendy, Senior Vice President – Operations, Utility Services Division of the Corporation, is duly authorized and empowered on behalf of the Corporation to execute, deliver, and bind the Corporation with respect to bids, confidentiality agreements, contracts and commercial agreements and that authority has not been repealed or rescinded and is in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of April, 2023.

A handwritten signature in blue ink, appearing to be 'A. de C.', written over a horizontal line.

Alberto de Cardenas
General Counsel and Secretary

[CORPORATE SEAL]



EXHIBIT "A"
FORT PIERCE UTILITIES AUTHORITY AGREEMENT
FOR
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

**FORT PIERCE UTILITIES AUTHORITY AGREEMENT
FOR
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT**

Agreement is made this between Fort Pierce Utilities Authority (FPUA) and MasTec North America, Inc., of the City of Coral Gables, State of Florida, hereinafter referred to as Contractor.

The parties to this Agreement in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA. Terms used in this Agreement, which are defined in the Standard General Conditions of the Construction Contract (Standard General Conditions), shall have the meanings assigned to them in the Standard General Conditions or as modified in the Supplementary Conditions.

Section 2

Contractor is hereby contracted with to perform the following services: Installation and/or repair of electric underground facilities in accordance with Bid No. ITB 22-06, attachment B AND FEMA Addendum 00510A appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Agreement.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: FPUA electric service territory

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Electric Underground Unit Price Contract, Bid No. ITB 22-06 job.

Section 5

Contractor shall be paid by FPUA in the following manner: Task Orders with Monthly Progress Payments and in accordance with the Local Government Prompt Payment Act, Sections 218.70-79. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total annual job price: not to exceed \$750,000.00 (Seven hundred fifty thousand dollars and no cents) annually, on the terms contained in Contractor's said Bid for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Agreement.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Agreement, during the performance of this Agreement, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Contract Documents, which comprise the entire agreement between FPUA and Contractor, are designated as follows:

1. This Agreement
2. Drug-Free Work Place Form
3. Trench Safety Act Certification of Compliance
4. Non-Collusion Affidavit
5. Performance Bond
6. Payment Bond
7. Notice of Award
8. Notice to Proceed
9. Task Order
10. Certificate of Substantial Completion
11. Affidavit
12. Final Release of Lien
13. Application for Payment
14. Change Order
15. Bid Form
16. Standard General Conditions
17. Supplementary Conditions
18. Specifications (materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto)
19. Exhibit T – PVC Conduit & Fittings Technical Specifications
20. All Addenda
21. Documentation submitted by Contractor prior to Notice of Award: Contractor's Bid Submission pages 1 to 62, inclusive, and Best and Final Offer (BAFO) Acceptance dated 09/06/2022.

22. The following, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the Standard General Conditions.

The documents listed following 1 above are incorporated here by reference expressly made part of this Agreement except as noted otherwise above. There are no Contract Documents other than those listed above in this Section 8.

Section 9

This Agreement shall commence on October 5, 2022 and end on September 30, 2023. There shall be four (4), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties, with escalation agreed upon in but not to exceed the Engineering News Record Construction Cost Yearly Average Index (ENR) and not-to-exceed factor of 3%. This Agreement will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

This Agreement may be terminated in accordance with Article 15 of the Standard General Conditions.

Section 13

- A. **Indemnification.** Contractor's indemnification shall be in accordance with Article 6.20 of the Standard General Conditions.
- B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. **Choice of Law and Venue.** This Agreement shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
- F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, effective January 1, 2021, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the

Bid No. ITB 22-06

FPUA Agreement

ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract with, or subcontract with any person not authorized to work in the United States, and the contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. A contract terminated under 448.095(2)(c) is not a breach of contract and may not be considered as such.

G. Scrutinized Companies List. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the foregoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

H. Public Records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

- 1) Keep and maintain public records required by FPUA to perform the service;
- 2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;
- 4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform


the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year set forth below.

Signed, sealed and delivered in the presence of:

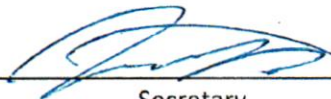
MASTEC NORTH AMERICA, INC.

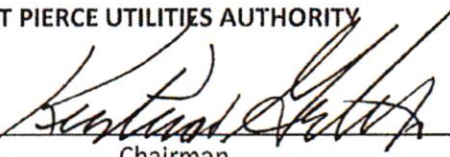
BY: 
Signature/Officer of Firm (Manual)

Jeffrey C. Schmidt P.E.
Name (Typed or Printed)

TITLE: Executive Vice President

ATTEST:


Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY
BY: 
Chairman

DATE: 10/18/22

APPROVED AS TO FORM & CORRECTNESS:

BY: 
Fort Pierce Utilities Authority Attorney

SECTION III – REQUIRED LIMITS OF INSURANCE

ATTACHMENT A

TYPE III

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA (and if required the project engineer) and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 500,000	(Each Accident)
	\$ 500,000	(Disease-Each Employee)
	\$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in

SECTION III – REQUIRED LIMITS OF INSURANCE

the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000
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Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$1,000,000
	Project Specific

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

SECTION III – REQUIRED LIMITS OF INSURANCE

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:

FPUA (and if required the project engineer) and its board members, officials, officers and employees

Certificate Holder

**Fort Pierce Utilities Authority
Attn: Risk Management
PO Box 3191
Fort Pierce FL 34948-3191**

Certificates may be emailed to: risk@fpu.com

(Rev. 2/2019)

ATTACHMENT B



Fort Pierce Utilities Authority
Regulatory Affairs
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

September 2, 2022

VIA E-MAIL TO: Maureen.popovich@mastec.com

Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

RE: ITB No. 22-06 – ELECTRIC UNDERGROUND UNIT PRICE CONTRACT- BEST AND FINAL OFFER

Dear Mr. Mas:

Fort Pierce Utilities Authority (FPUA) has reviewed the bid that your company submitted in response to ITB No. 22-06 Electric Underground Unit Price Contract, along with the other submitted bids. At the Non-mandatory pre-bid meeting FPUA confirmed that two or more contractors would be selected. Due to the substantial disparity across the bids submitted, it will be nearly impossible to ensure there is equity between the required utility work and the assigned contractor(s).

Therefore, FPUA is proposing the attached revised/averaged FPUA Best and Final Offer (BAFO) Unit Price Bid Form (Attachment A) for your company's consideration. Please submit the BAFO form as a replacement for your original ITB Response Form submittal. You must submit the BAFO to the Fort Pierce Utilities Authority, Purchasing Program Manager, on or before **Wednesday, September 14, 2022 by 2:00 PM** to be considered for selection for contract negotiations.

This document must be signed by a company officer or director listed on the company's Annual Report that is filed with the State of Florida (Florida Division of Corporations (www.sunbiz.org)).



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.

772.466.1600 * www.fpua.com
Page 1 of 8



ATTACHMENT B

ITB No. 22-06 – ELECTRIC UNDERGROUND UNIT PRICE CONTRACT – BEST AND FINAL OFFER

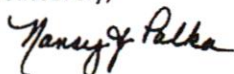
Page 2 of 2

If signed by someone other than one of the people listed on the attached Annual Report, please include a copy of a Secretary's Certificate, Board Resolution or other documentation to show that they have the authority to sign contracts for the company.

If two or more contractors do not accept the FPUA revised Bid Form, FPUA will recommend award of the contract to the responsible bidder with the lowest overall responsive bid.

This letter is only an invitation to participate further in the Bid process; it does not convey or imply anything more. This letter is not intended to be an award of the bid or binding commitment to contract, nor will FPUA be obligated in any manner until a formal written contract has been executed by all necessary parties.

Sincerely,



Nancy Palka
Purchasing Program Manager

Enclosure



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.

772.466.1600

www.fpu.com



ATTACHMENT B

BEST AND FINAL OFFER

FORT PIERCE UTILITIES AUTHORITY
INVITATION TO BID (ITB) NO. 22-06
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

Requested By: Nancy J. Palka, Purchasing Program Manager
Phone: 772-466-1600 x3272

Submit by: **2:00 PM, Wednesday, September 14, 2022** by mail, personal delivery, e-mail.

E-mail Preferred

Mailing Address: PO Box 3191, Fort Pierce, FL 34948-3191
Physical Address: 500 Boston Avenue, Fort Pierce, FL 34950-4291
E-mail: PurchasingManager@FPUA.com
Fax: 772-465-0267

This document represents your "Best and Final Offer" and shall be made part of your response to ITB No. 22-06. This "Best and Final Offer" will supersede any and all other bid offers submitted by your firm.

BID RESPONSE SUBMISSION OF:

Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

Contractor agrees to the "price not to exceed" for labor unit price, and the material cost plus markup percentage for the FPUA Best and Final Offer (BAFO) Unit Price Bid Form for Invitation to Bid No. 22-06, Attachment A.

Your signature here indicates acceptance of the "Best and Final Offer" for the unit prices stated in the FPUA BAFO Unit Price Bid Form for Invitation to Bid No. 22-06.



(Authorized Signature)

Jeffrey C. Schmidt, P.E., Executive Vice President

(Printed Name/Title)

09/06/2022

(Date)

MASTEC						FPUA Best and Final Offer (BAFO) Unit Orice Bld Form Bid No. 22-06	
Dated: 9/2/2022 EM/NP		BEST AND FINAL OFFER (bafo) BID FORM FOR ITB NO. 22-06					
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT							
BOTH CIVIL and ELECTRICAL CONTRACTORS							
Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
A - EXCAVATION AND BACKFILL - Including machine excavation, compacted backfill, placement of marking tape and normal surface restoration.							
1A	Trench, 12"W by 24" deep (top of conduit)	ft.	500	\$ 5.63	\$ 6.10	2,812.50	3,051.56
2A	Trench, 12" W by 30" deep (top of conduit)	ft.	100	\$ 8.30	\$ 9.01	830.00	900.55
3A	Trench, 12" W by 36" deep (top of conduit)	ft.	5000	\$ 9.85	\$ 10.69	49,250.00	53,436.25
4A	Trench, 12" W by 42" deep (top of conduit)	ft.	500	\$ 10.81	\$ 11.73	5,406.25	5,865.78
5A	Adder to Hand Dig, 12"W by 24" depth	ft.	125	\$ 4.23	\$ 4.58	528.13	573.02
6A	Adder to Hand Dig, 12"W by 30" depth	ft.	25	\$ 5.64	\$ 6.12	140.94	152.92
7A	Adder to Hand Dig, 12"W by 36" depth	ft.	100	\$ 6.46	\$ 7.01	646.25	701.18
8A	Adder to Hand Dig, 12"W by 42" depth	ft.	100	\$ 6.46	\$ 7.01	646.25	701.18
9A	Trench, 24" W by 24" deep (top of conduit)	ft.	100	\$ 5.69	\$ 6.17	568.75	617.09
10A	Trench, 24" W by 30" deep (top of conduit)	ft.	100	\$ 8.45	\$ 9.17	845.00	916.83
11A	Trench, 24" W by 36" deep (top of conduit)	ft.	5000	\$ 11.39	\$ 12.36	56,937.50	61,777.19
12A	Trench, 24" W by 42" deep (top of conduit)	ft.	500	\$ 12.35	\$ 13.40	6,175.00	6,699.88
13A	Adder to Hand Dig, 24"W by 24" depth	ft.	25	\$ 3.53	\$ 3.82	88.13	95.62
14A	Adder to Hand Dig, 24"W by 30" depth	ft.	25	\$ 6.19	\$ 6.71	154.69	167.84
15A	Adder to Hand Dig, 24" W by 36" depth	ft.	100	\$ 7.08	\$ 7.68	707.50	767.64
16A	Adder to Hand Dig, 24"W by 42" depth	ft.	100	\$ 7.08	\$ 7.68	707.50	767.64
B - CONDUIT INSTALLATION - Material shall adhere to FPUA specifications; elbows to have a minimum 24" radius							
BELOW GRADE							
1B	Schedule 40, PVC, 2", labor only	ft.	5000	\$ 0.78	\$ 0.84	3,875.00	4,204.38
1B-1	Schedule 40, PVC, 2", labor and material	ft.	5000			-	-
2B	Schedule 40, PVC, 3", labor only	ft.	125	\$ 0.79	\$ 0.85	98.44	106.80
2B-1	Schedule 40, PVC, 3", labor and materials	ft.	125			-	-
3B	Schedule 40, PVC, 4", labor only	ft.	1500	\$ 1.40	\$ 1.52	2,100.00	2,278.50
3B-1	Schedule 40, PVC, 4", labor and material	ft.	1500			-	-
4B	Schedule 80, PVC, 6", labor only	ft.	2500	\$ 1.58	\$ 1.71	3,937.50	4,272.19
4B-1	Schedule 80, PVC, 6", labor and material	ft.	2500			-	-
5B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20	\$ 2.33	\$ 2.52	46.50	50.45
5B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20			-	-
6B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	\$ 2.36	\$ 2.56	11.81	12.82
6B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5			-	-
7B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	\$ 4.20	\$ 4.56	21.00	22.79
7B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5			-	-
8B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	\$ 4.73	\$ 5.13	23.63	25.63
8B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5			-	-
9B	Furnish & install 1/8" nylon pull string in conduit	ft.	18320	\$ 0.06	\$ 0.07	1,145.00	1,242.33
10B	Install #14 Tracer Wire in conduit	ft.	1500	\$ 0.34	\$ 0.37	506.25	549.28
11B	Install #14 Tracer Wire in trench	ft.	13000	\$ 0.13	\$ 0.14	1,625.00	1,763.13
C - DIRECTIONAL BORE - Includes machine grounding, bore, pipe fusing and normal surface restoration (labor only, material p							
1C	Directional Bore 2"	ft.	500	\$ 19.70	\$ 21.37	9,850.00	10,687.25
1C-1	Additional 2" with pull back	ft.	500	\$ 12.68	\$ 13.75	6,337.50	6,876.19
2C	Directional Bore 3"	ft.	100	\$ 24.99	\$ 27.11	2,498.75	2,711.14
2C-1	Additional 3" with pull back	ft.	100	\$ 16.88	\$ 18.31	1,687.50	1,830.94
3C	Directional Bore 4"	ft.	1000	\$ 22.50	\$ 24.41	22,500.00	24,412.50
3C-1	Additional 4" with pull back	ft.	1000	\$ 16.88	\$ 18.31	16,875.00	18,309.38
4C	Directional Bore 6"	ft.	300	\$ 28.13	\$ 30.52	8,437.50	9,154.69
4C-1	Additional 6" with pull back	ft.	300	\$ 21.10	\$ 22.89	6,330.00	6,868.05
D - DIRECTIONAL BORE - Includes bore pipe per FPUA specifications, machine grounding, bore, pipe fusing and normal surface restoration (labor and MATERIALS SUPPLIED BY CONTRACTOR) (COST + %) - ONLY put in COST In this section for Labor see line 292 below for %.*							
1D	Directional Bore 2" Labor only*	ft.	1500	\$ 19.70	\$ 21.37	29,550.00	32,061.75
1D-1	Additional 2" with pull back	ft.	1500	\$ 12.68	\$ 13.75	19,012.50	20,628.56
2D	Directional Bore 3" Labor only*	ft.	150	\$ 24.99	\$ 27.11	3,748.13	4,066.72
2D-1	Additional 3" with pull back	ft.	150	\$ 16.88	\$ 18.31	2,531.25	2,746.41
3D	Directional Bore 4" Labor only*	ft.	3000	\$ 22.50	\$ 24.41	67,500.00	73,237.50
3D-1	Additional 4" with pull back	ft.	3000	\$ 16.88	\$ 18.31	50,625.00	54,928.13
4D	Directional Bore 6" Labor only*	ft.	950	\$ 28.13	\$ 30.52	26,718.75	28,989.84
4D-1	Additional 6" with pull back	ft.	950	\$ 21.10	\$ 22.89	20,045.00	21,748.83

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
E - MISSILE - and normal surface restoration (25' Maximum) (labor only, material provided by FPUA)							
1E	36" deep minimum (top of conduit), 2"	ft.	50	\$ 14.08	\$ 15.27	703.75	763.57
2E	36" deep minimum (top of conduit), 3"	ft.	50	\$ 14.06	\$ 15.26	703.13	762.89
3E	36" deep minimum (top of conduit), 4"	ft.	50	\$ 18.74	\$ 20.33	936.88	1,016.51
F - POLYMER CABLE GUARD - (also referred to as U-GUARD) (labor only, materials provided by FPUA)							
1F	10 ft. sections, 2 inch	ea.	150	\$ 98.48	\$ 106.85	14,771.25	16,026.81
2F	10 ft. sections, 5 inch	ea.	225	\$ 211.04	\$ 228.98	47,483.44	51,519.53
G - PULL BOX (labor only, material provided by FPUA)							
INSTALL							
1G	Feeder Concrete Coffin 4'x6'	ea.	1	\$ 1,249.59	\$ 1,355.80	1,249.59	1,355.80
2G	Primary Hand Hole 24"x36"	ea.	100	\$ 379.85	\$ 412.14	37,985.00	41,213.73
3G	Secondary Hand Hole 13"x24"	ea.	100	\$ 133.65	\$ 145.01	13,365.00	14,501.03
4G	Street Light Pull Box 10"x10"	ea.	30	\$ 126.61	\$ 137.37	3,798.38	4,121.24
REMOVE							
5G	Feeder Concrete Coffin 4'x6'	ea.	1	\$ 137.28	\$ 148.94	137.28	148.94
6G	Primary Hand Hole 24"x36"	ea.	20	\$ 68.64	\$ 74.47	1,372.75	1,489.43
7G	Secondary Hand Hole 13"x24"	ea.	20	\$ 77.38	\$ 83.95	1,547.50	1,679.04
8G	Street Light Pull Box 10" x 10"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
MODIFY (Straighten, Level)							
9G	Feeder Concrete Coffin 4'x6'	ea.	1	\$ 137.28	\$ 148.94	137.28	148.94
10G	Primary Hand Hole 24"x36"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
11G	Secondary Hand Hole 13"x24"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
12G	Street Light Pull Box 10" x 10"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
H - WIRE AND CABLE							
INSTALL - to include meggering, contractor must provide the necessary trailer and pulling equipment to handle three (3) six (6) foot reels - (labor only, materials provided by FPUA)							
PRIMARY							
1H	#1/0 15KV AL CABLE, 133% INSUL, 1 per conduit	ft.	40000	\$ 1.69	\$ 1.83	67,500.00	73,237.50
2H	#1/0 15KV AL CABLE, 133% INSUL, 2 per conduit	ft.	500	\$ 1.83	\$ 1.98	912.50	990.06
3H	#1/0 15KV AL CABLE, 133% INSUL, 3 per conduit	ft.	7000	\$ 1.91	\$ 2.08	13,387.50	14,525.44
4H	#4/0 15KV AL CABLE, 133% INSUL, 1 per conduit	ft.	500	\$ 1.80	\$ 1.95	900.00	976.50
5H	#4/0 15KV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	\$ 2.00	\$ 2.17	500.00	542.50
6H	#4/0 15KV AL CABLE, 133% INSUL, 3 per conduit	ft.	10000	\$ 2.11	\$ 2.29	21,125.00	22,920.63
7H	1000MCM 15KV AL Cable, 133% Insul. 3 per conduit	ft.	3000	\$ 7.74	\$ 8.40	23,212.50	25,185.56
SECONDARY							
8H	#6 URD DUPLEX, 600V, AL	ft.	3000	\$ 1.34	\$ 1.45	4,012.50	4,353.56
9H	#2 URD TRIPLEX, 600V, AL	ft.	100	\$ 1.65	\$ 1.79	165.00	179.03
10H	#1/0 URD TRIPLEX, 600V, AL	ft.	11000	\$ 3.16	\$ 3.43	34,787.50	37,744.44
11H	#4/0 URD TRIPLEX, 600V, AL	ft.	12000	\$ 2.81	\$ 3.05	33,750.00	36,618.75
12H	350MCM URD TRIPLEX, 600V, AL	ft.	1300	\$ 1.65	\$ 1.79	2,145.00	2,327.33
13H	500MCM URD TRIPLEX, 600V, AL	ft.	300	\$ 2.14	\$ 2.32	641.25	695.76
14H	#1/0 URD QUADPLEX, 600V, AL	ft.	500	\$ 1.40	\$ 1.52	700.00	759.50
15H	#4/0 URD QUADPLEX, 600V AL	ft.	200	\$ 1.65	\$ 1.79	330.00	358.05
16H	350MCM URD QUADPLEX, 600V AL	ft.	1100	\$ 1.83	\$ 1.98	2,007.50	2,178.14
17H	500MCM URD QUADPLEX, 600V AL	ft.	100	\$ 2.38	\$ 2.58	237.50	257.69
18H	#4, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
19H	#4, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.61	\$ 1.75	161.25	174.96
20H	#2, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
21H	#2, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.61	\$ 1.75	161.25	174.96
22H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.43	\$ 1.55	142.50	154.61
23H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.16	\$ 2.35	216.25	234.63
24H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.43	\$ 1.55	142.50	154.61
25H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.16	\$ 2.35	216.25	234.63
26H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.43	\$ 1.55	142.50	154.61
27H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.16	\$ 2.35	216.25	234.63
28H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.80	\$ 1.95	180.00	195.30
29H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.54	\$ 2.75	253.75	275.32
30H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 3.61	\$ 3.92	361.25	391.96
31H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 4.33	\$ 4.69	432.50	469.26
32H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 5.75	\$ 6.24	575.00	623.88
33H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 6.50	\$ 7.05	650.00	705.25

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
REMOVE							
PRIMARY							
34H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	\$ 1.24	\$ 1.34	309.38	335.67
35H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	\$ 1.33	\$ 1.44	331.25	359.41
36H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	\$ 1.56	\$ 1.70	390.63	423.83
37H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	\$ 1.44	\$ 1.56	359.38	389.92
38H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	\$ 1.63	\$ 1.76	406.25	440.78
39H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	\$ 1.70	\$ 1.84	425.00	461.13
40H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	250	\$ 5.99	\$ 6.50	1,496.88	1,624.11
SECONDARY							
41H	#6 OH DUPLEX, 600V, AL	ft.	100	\$ 1.04	\$ 1.13	103.75	112.57
42H	#2 OH TRIPLEX, 600V, AL	ft.	100	\$ 1.13	\$ 1.22	112.50	122.06
43H	#1/0 OH TRIPLEX, 600V, AL	ft.	100	\$ 1.23	\$ 1.33	122.50	132.91
44H	#4/0 OH TRIPLEX, 600V, AL	ft.	100	\$ 1.39	\$ 1.51	138.75	150.54
45H	350MCM OH TRIPLEX, 600V, AL	ft.	100	\$ 1.98	\$ 2.14	197.50	214.29
46H	500MCM OH TRIPLEX, 600V, AL	ft.	100	\$ 2.23	\$ 2.41	222.50	241.41
47H	#1/0 OH QUADPLEX, 600V, AL	ft.	100	\$ 1.39	\$ 1.51	138.75	150.54
48H	#4/0 OH QUADPLEX, 600V AL	ft.	100	\$ 1.56	\$ 1.70	156.25	169.53
49H	350MCM OH QUADPLEX, 600V AL	ft.	100	\$ 1.98	\$ 2.14	197.50	214.29
50H	500MCM URD QUADPLEX, 600V AL	ft.	100	\$ 2.23	\$ 2.41	222.50	241.41
51H	#4, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.04	\$ 1.13	103.75	112.57
52H	#4, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
53H	#2, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.04	\$ 1.13	103.75	112.57
54H	#2, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
55H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.18	\$ 1.27	117.50	127.49
56H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 1.75	\$ 1.90	175.00	189.88
57H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.18	\$ 1.27	117.50	127.49
58H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 1.75	\$ 1.90	175.00	189.88
59H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.18	\$ 1.27	117.50	127.49
60H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 1.75	\$ 1.90	175.00	189.88
61H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.44	\$ 1.56	143.75	155.97
62H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.06	\$ 2.24	206.25	223.78
63H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 2.94	\$ 3.19	293.75	318.72
64H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 3.50	\$ 3.80	350.00	379.75
65H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 4.66	\$ 5.06	466.25	505.88
66H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 5.25	\$ 5.70	525.00	569.63
I - TERMINATIONS - NEMA two-hole spade lug, compression type unless otherwise noted (labor only)							
PRIMARY							
11	15kV ELBOW for #1/0 15kV jacketed cable	ea.	175	\$ 246.21	\$ 267.14	43,087.19	46,749.60
21	15kV ELBOW for #4/0 15kV jacketed cable	ea.	50	\$ 242.11	\$ 262.69	12,105.63	13,134.60
31	15kV TBODY for 1000MCM 15kV jacketed Cable	ea.	20	\$ 242.11	\$ 262.69	4,842.25	5,253.84
41	15kV POTHEAD for #1/0 15kV jacketed cable	ea.	20	\$ 239.16	\$ 259.49	4,783.25	5,189.83
51	15kV POTHEAD for #4/0 15kV jacketed cable	ea.	10	\$ 242.11	\$ 262.69	2,421.13	2,626.92
61	15kV POTHEAD for 1000MCM 15kV jacketed Cable	ea.	10	\$ 239.16	\$ 259.49	2,391.63	2,594.91
SECONDARY							
71	#6 URD, 600V, AL	ea.	1000	\$ 7.03	\$ 7.62	7,025.00	7,622.13
81	#2 URD, 600V, AL	ea.	250	\$ 8.88	\$ 9.63	2,218.75	2,407.34
91	#1/0 URD, 600V, AL or CU	ea.	750	\$ 9.71	\$ 10.54	7,284.38	7,903.55
101	#4/0 URD, 600V, AL or CU	ea.	2000	\$ 8.09	\$ 8.77	16,175.00	17,549.88
111	350MCM URD, 600V, AL or CU	ea.	100	\$ 11.25	\$ 12.21	1,125.00	1,220.63
121	500MCM URD, 600V, AL or CU	ea.	100	\$ 19.70	\$ 21.37	1,970.00	2,137.45
131	#4 THW/THHN, CU	ea.	100	\$ 7.80	\$ 8.46	780.00	846.30
141	#2 THW/THHN, CU	ea.	100	\$ 7.80	\$ 8.46	780.00	846.30
151	#1/0 THW/THHN, CU	ea.	100	\$ 8.50	\$ 9.22	850.00	922.25
161	#2/0 THW/THHN, CU	ea.	100	\$ 8.50	\$ 9.22	850.00	922.25
171	#4/0 THW/THHN, CU	ea.	100	\$ 8.50	\$ 9.22	850.00	922.25
181	250MCM THW/THHN, CU	ea.	100	\$ 9.90	\$ 10.74	990.00	1,074.15
191	500MCM THW/THHN, CU	ea.	100	\$ 17.00	\$ 18.45	1,700.00	1,844.50
201	750MCM THW/THHN, CU	ea.	100	\$ 19.84	\$ 21.52	1,983.75	2,152.37

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
J - SPLICES (Labor only, materials provided by FPUA)							
PRIMARY							
1J	Cable, #1/0, 15kV URD, 133% Insulation	ea.	100	\$ 228.89	\$ 248.34	22,888.75	24,834.29
2J	Cable, #4/0, 15kV URD, 133% Insulation	ea.	75	\$ 221.36	\$ 240.18	16,602.19	18,013.37
3J	Cable, 15kV 1000MCM AL UG 133%	ea.	10	\$ 455.49	\$ 494.20	4,554.88	4,942.04
SECONDARY							
4J	Cable, 600V, 2/#C12 W/GRD "Type UF"	ea.	10	\$ 2.29	\$ 2.48	22.88	24.82
5J	Wire, Copper, #4 THW/THNN	ea.	10	\$ 3.44	\$ 3.73	34.38	37.30
6J	Wire, Black, THHN/THWN, #2 CU	ea.	10	\$ 3.44	\$ 3.73	34.38	37.30
7J	Wire, Copper, #1/0, THW/THHN, 7 STR	ea.	10	\$ 5.19	\$ 5.63	51.88	56.28
8J	Wire, Copper, #2/0, THW/THHN, 7 STR	ea.	10	\$ 5.19	\$ 5.63	51.88	56.28
9J	Wire, Copper, #4/0 THW/THHN, 7 STR	ea.	10	\$ 5.19	\$ 5.63	51.88	56.28
10J	Wire, Copper 250 MCM THW/THHN	ea.	10	\$ 11.53	\$ 12.50	115.25	125.05
11J	Wire, Copper 500MCM THW/THHN 37 STR	ea.	10	\$ 17.29	\$ 18.76	172.88	187.57
12J	Wire, Copper 750MCM THW/THHN 37 STR	ea.	10	\$ 21.91	\$ 23.78	219.13	237.75
13J	Cable, 600V #6 AL DUPLX #4 NEUTRAL UG	ea.	10	\$ 8.31	\$ 9.02	83.13	90.19
14J	Cable, 600V #2 AL TRIPLEX NEUTRAL UG	ea.	10	\$ 9.20	\$ 9.98	92.00	99.82
15J	Cable, 600V 1/0 AL TRIPLEX URD 1/0	ea.	10	\$ 13.83	\$ 15.00	138.25	150.00
16J	Cable, 600V 1/0 AL QUADPLEX #2 NEUTRAL	ea.	10	\$ 16.79	\$ 18.21	167.88	182.14
17J	Cable, 600V 4/0 AL TRIPLEX 2/0 NEUTRAL UG	ea.	10	\$ 13.83	\$ 15.00	138.25	150.00
18J	Cable, 600V 4/0 AL QUADPLEX UG 2/0 NEUTRAL	ea.	10	\$ 16.79	\$ 18.21	167.88	182.14
19J	Cable, 600V AL 350MCM TPX UG	ea.	10	\$ 28.81	\$ 31.26	288.13	312.62
20J	Cable, 600V 350 CPX AL UG 4/0 NEUTRAL	ea.	10	\$ 37.68	\$ 40.88	376.75	408.77
21J	Cable, 600V AL 500MCM TPX UG	ea.	10	\$ 46.11	\$ 50.03	461.13	500.32
K - EQUIPMENT & PAD Includes transportation from stores location to job site, fastening equipment to concrete base with lead anchors, bolts and washers - (Labor only, materials provided by FPUA)							
INSTALL - Includes all grounding, ground rods, secondary connections, parking bushing, lightning arrestor and dust covers							
1K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	40	\$ 144.91	\$ 157.23	5,796.50	6,289.20
2K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	40	\$ 271.53	\$ 294.60	10,861.00	11,784.19
3K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	15	\$ 844.14	\$ 915.89	12,662.06	13,738.34
4K	SWITCH GEAR CABINET	ea.	20	\$ 967.19	\$ 1,049.40	19,343.75	20,987.97
5K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	\$ 203.98	\$ 221.31	203.98	221.31
6K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	5	\$ 291.03	\$ 315.76	1,455.13	1,578.81
7K	Concrete Pad for Switchgear	ea.	5	\$ 516.16	\$ 560.04	2,580.81	2,800.18
8K	Fiberglass Primary Cabinet Pad	ea.	5	\$ 541.11	\$ 587.11	2,705.56	2,935.54
9K	Concrete Pad, Secondary Cabinet	ea.	1	\$ 163.21	\$ 177.09	163.21	177.09
10K	Concrete Pad, 1ph transformer	ea.	50	\$ 163.19	\$ 177.06	8,159.38	8,852.92
11K	Concrete Pad, 3ph transformer	ea.	65	\$ 271.53	\$ 294.60	17,649.13	19,149.30
REMOVE							
12K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	\$ 74.94	\$ 81.31	749.38	813.07
13K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	\$ 115.09	\$ 124.87	1,150.88	1,248.70
14K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	\$ 386.89	\$ 419.77	1,160.66	1,259.32
15K	SWITCH GEAR CABINET	ea.	5	\$ 358.40	\$ 388.86	1,792.00	1,944.32
16K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	\$ 80.66	\$ 87.52	80.66	87.52
17K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	\$ 115.09	\$ 124.87	115.09	124.87
18K	Concrete Pad for Switchgear	ea.	1	\$ 204.15	\$ 221.50	204.15	221.50
19K	Fiberglass Primary Cabinet Pad	ea.	1	\$ 214.00	\$ 232.19	214.00	232.19
20K	Concrete Pad, Secondary Cabinet	ea.	1	\$ 65.60	\$ 71.18	65.60	71.18
21K	Concrete Pad, 1ph transformer	ea.	15	\$ 66.13	\$ 71.75	991.88	1,076.18
22K	Concrete Pad, 3ph transformer	ea.	20	\$ 55.80	\$ 60.54	1,116.00	1,210.86
MODIFY (Straighnten, Level)							
23K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	\$ 71.19	\$ 77.24	711.88	772.38
24K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	\$ 109.34	\$ 118.63	1,093.38	1,186.31
25K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	\$ 318.30	\$ 345.36	954.90	1,036.07
26K	SWITCH GEAR	ea.	1	\$ 340.46	\$ 369.40	340.46	369.40
27K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	\$ 80.08	\$ 86.88	80.08	86.88
28K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	\$ 109.34	\$ 118.63	109.34	118.63

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
MISC							
29K	Concrete Pad, Adder for 6 inch Increments above 12"	ea.	20	\$ 93.75	\$ 101.72	1,875.00	2,034.38
L - OUTDOOR & STREET LIGHT - (labor only, materials provided by FPUA)							
1L	Pole: 18' cement, 14' above ground	ea.	100	\$ 134.50	\$ 145.93	13,450.00	14,593.25
2L	One Light: Decorative fixture or single pole top	ea.	100	\$ 70.46	\$ 76.45	7,046.25	7,645.18
3L	Two Light: Decorative fixture or single pole top	ea.	10	\$ 98.61	\$ 106.99	986.13	1,069.95
4L	Three Light: Decorative fixture or single pole top	ea.	5	\$ 126.75	\$ 137.52	633.75	687.62
5L	Four Light: Decorative fixture or single pole top	ea.	1	\$ 140.83	\$ 152.80	140.83	152.80
6L	Five Light: Decorative fixture or single pole top	ea.	1	\$ 168.95	\$ 183.31	168.95	183.31
7L	Base, Decorative Street Light Aluminum, 2"x4", 6"	ea.	10	\$ 340.01	\$ 368.91	3,400.13	3,689.14
8L	Concrete Street Light Pole Base (Spread Footer)	ea.	10	\$ 358.70	\$ 389.19	3,587.00	3,891.90
9L	Prefabricated Street Light Pole Base	ea.	10	\$ 341.88	\$ 370.93	3,418.75	3,709.34
10L	Photo Cell / Short Cap	ea.	150	\$ 34.00	\$ 36.89	5,100.00	5,533.50
11L	Replace Lamp / Refractor	ea.	10	\$ 34.00	\$ 36.89	340.00	368.90
12L	Pull Cable Thru Pole	ea.	100	\$ 45.34	\$ 49.19	4,533.75	4,919.12
M - MISCELLANEOUS - (labor and MATERIALS SUPPLIED BY CONTRACTOR) COST+ % - ONLY put in COST in this section for Labor see line 25							
INSTALL							
1M	Surface Restoration-Sod Labor only*	sq. ft.	15000	\$ 1.00	\$ 1.09	15,000.00	16,275.00
2M	Asphalt Repair Labor only*	sq. ft.	2500	\$ 9.00	\$ 9.77	22,500.00	24,412.50
3M	Concrete Repair Labor only*	sq. ft.	2500	\$ 10.00	\$ 10.85	25,000.00	27,125.00
4M	Soil Compaction Test	ea.	10	\$ 156.19	\$ 169.46	1,561.88	1,694.63
5M	Seed & Mulch Labor only*	sq. ft.	2500	\$ 0.25	\$ 0.27	625.00	678.13
6M	Removable bollard Labor only*	ea.	40	\$ 300.00	\$ 325.50	12,000.00	13,020.00
7M	Permanent bollard Labor only*	ea.	100	\$ 200.00	\$ 217.00	20,000.00	21,700.00
REMOVE							
8M	Asphalt Removal	sq. ft.	4000	\$ 2.68	\$ 2.90	10,700.00	11,609.50
9M	Concrete Removal	sq. ft.	4000	\$ 3.51	\$ 3.81	14,050.00	15,244.25
N - MISCELLANEOUS CONSTRUCTION HOURS (to be used on T&E task orders only)							
1N	Working Foreman	per hr.	250	\$ 77.38	\$ 83.95	19,343.75	20,987.97
2N	Working Foreman Overtime	per hr.	50	\$ 100.28	\$ 108.80	5,013.75	5,439.92
3N	Equipment Operator	per hr.	250	\$ 56.28	\$ 61.06	14,068.75	15,264.59
4N	Equipment Operator Overtime	per hr.	50	\$ 76.05	\$ 82.51	3,802.50	4,125.71
5N	Laborer	per hr.	500	\$ 36.58	\$ 39.68	18,287.50	19,841.94
6N	Laborer Overtime	per hr.	100	\$ 44.80	\$ 48.61	4,480.00	4,860.80
7N	Lineman (N/A)	per hr.	100				
8N	Lineman Overtime (N/A)	per hr.	25				
9N	Apprentice Lineman	per hr.	50	\$ 42.94	\$ 46.59	2,146.88	2,329.36
10N	Apprentice Lineman Overtime	per hr.	10	\$ 64.43	\$ 69.90	644.25	699.01
11N	Cable Lift Truck	per hr.	25	\$ 23.34	\$ 25.32	583.44	633.03
12N	Air Compressor	per hr.	1000	\$ 10.99	\$ 11.92	10,987.50	11,921.44
13N	Concrete Saw (Inc. blade)	per hr.	100	\$ 6.88	\$ 7.46	687.50	745.94
14N	Flat Bed Truck	per hr.	125	\$ 28.15	\$ 30.54	3,518.75	3,817.84
15N	Pump (up to 4")	per hr.	25	\$ 10.99	\$ 11.92	274.69	298.04
16N	Pulling Truck	per hr.	125	\$ 32.41	\$ 35.17	4,051.56	4,395.95
17N	Pole Truck	per hr.	50	\$ 78.10	\$ 84.74	3,905.00	4,236.93
18N	Tractor Trailer	per hr.	125	\$ 89.84	\$ 97.47	11,229.69	12,184.21
19N	50' Bucket Truck	per hr.	50	\$ 98.48	\$ 106.85	4,923.75	5,342.27
20N	Pickup Truck	per hr.	250	\$ 16.88	\$ 18.31	4,218.75	4,577.34
21N	Splicing Van	per hr.	10	\$ 16.46	\$ 17.86	164.63	178.62
22N	Dump Truck	per hr.	50	\$ 56.28	\$ 61.06	2,813.75	3,052.92
23N	Rubber Tire Backhoe	per hr.	250	\$ 70.35	\$ 76.33	17,587.50	19,082.44
						1,332,393.04	1,445,646.45
MATERIALS (ONLY) MARKUP PERCENTAGE: COST PLUS				20%	15%		

FEMA ADDENDUM
TO FPUA GENERAL TERMS AND CONDITIONS
FEMA REQUIRED CONTRACT PROVISIONS
(CONSTRUCTION)

The following contract provisions shall apply to any and all purchases of services or equipment that is subject to funding or reimbursement through the Federal Emergency Management Agency (FEMA).

A. Administrative, Contractual or Legal Remedies.

(For contracts exceeding \$150,000)

If the Contractor fails to perform any material requirement or violates any material provision of this Contract, FPUA shall provide written notice that the breach or noncompliance be corrected within 10 (ten) days of Contractor's receipt of such notice. Failure to comply within the time specified shall result in the termination of the Contract in accordance with its terms, and at FPUA's discretion may provide justification for rejection of any future bids, awards or contracts with Contractor.

B. Contract Work Hours and Safety Standards Act.

(For contracts exceeding \$100,000)

Compliance with the Contract Work Hours and Safety Standards Act:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* FPUA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

C. Clean Air Act and the Federal Water Pollution Control Act.

(For contracts exceeding \$150,000)

(i) Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(ii) Federal Water Pollution Control Act:

1. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
3. The Contractor agrees to report each violation to FPUA and understands and agrees that the FPUA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
4. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by FPUA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FPUA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Procurement of Recovered Materials.

To the extent possible Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product (1) cannot be acquired competitively in the marketplace or within the required timeframe at a reasonable price. Information about this requirement and the list of EPA-designated items see:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records:

The following access to records requirements apply to this contract: The Contractor agrees to provide FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the FPUA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or the likenesses of DHS agency officials without specific FEMA pre-approval.

H. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the FPUA, Contractor, or any other party pertaining to any matter resulting from the contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to this Contract.

K. Equal Employment Opportunity.

[Required when the BID/RFP or contract is for construction, or the supervision or inspection of construction work, or other on-site functions related to construction].

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by on or behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

L. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractor shall provide a signed copy of the **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM** attached hereto. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member, officer or employee of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contractor shall require that this paragraph and a copy of the BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM is included in all Contracts with its subcontractors.



SECRETARY'S CERTIFICATE

The undersigned, being the Executive Vice President and Secretary of **MASTEC NORTH AMERICA, INC.**, a Florida corporation ("MasTec"), hereby certifies on behalf of MasTec, to the best of his knowledge, information and belief:

- (1) He holds the offices with respect to MasTec as set forth below;
- (2) MasTec is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and
- (3) Jeffrey C. Schmidt, P.E. is a duly qualified and acting Executive Vice President – Utility Services Division of MasTec and he continues to occupy such office as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of February, 2021.

A handwritten signature in blue ink, appearing to read "A. de Cardenas", written over a horizontal line.

Alberto de Cardenas
Executive Vice President and Secretary

(CORPORATE SEAL)



EXHIBIT "B"
MASTEC NORTH AMERICA, INC.
STATEMENT OF WORK



MasTec North America, Inc.
 1819 Totten Road
 Fort Pierce, Florida



City of FT Pierce- Selena Griffett
 ATT/Comcast Conduit Install
 Avenue B - 8th to 13th Street

Date: 03/13/23

Item #	Description	Quantity	Each	Amount
01	Installation of ATT and Comcast Conduit and Pedistals	1	\$ 173,135.19	\$ 173,135.19
02	Material	1	\$ 87,330.00	\$ 87,330.00
03	Material Markup 15%	1	\$ 13,099.50	\$ 13,099.50

Quote Includes

Furnish all Labor and Material for a complete conduit system for ATT and Comcast per the ATT plans provided by the City of Ft Pierce. Per instructions, except for the conduit size of 2" PVC, Comcast installation will mirror the ATT plan. ATT and Comcast to furnish pedistals. See attached for unit quantities.

Estimated quantities were quoted, actual quantities will be billed.

Quote Does Not Include

Site survey or certified asbuilts, Permitting, MOT, Restoration of any kind. Additionally if any out of scope work occurs, the FPUA Electric Unit Price Contract will be utilized.

SUBTOTAL \$ 273,564.69

Quote TOTAL: \$ 273,564.69

PLEASE TEAR OFF - ATTACH TO REMITTANCE, THANK YOU

AUTHORIZATION: _____

SALES TAX _____

DATE INVOICE NUMBER AMOUNT CUST. NO. ACCT